

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF LOUISIANA**

ZACHERY ARRANT, TAYLOR  
ARRANT, GRACE ARRANT, AND  
JACKSON ARRANT

CIVIL ACTION NO. \_\_\_\_\_

VERSUS

JUDGE JAMES D. CAIN, JR.

ATLANTIC SPECIALTY INSURANCE  
COMPANY, INTACT INSURANCE  
SPECIALTY SOLUTIONS, INTACT  
INSURANCE GROUP USA, LLC, AND  
ONE BEACON INSURANCE GROUP

MAGISTRATE JUDGE KAY

**PETITION FOR CONTRACTUAL DAMAGES,  
PENALTIES, AND ATTORNEY'S FEES**

NOW INTO COURT, through undersigned counsel, come plaintiffs, **ZACHERY ARRANT, TAYLOR, ARRANT, GRACE ARRANT, AND JACKSON ARRANT**, persons of the full age of majority, who are residents of Calcasieu Parish, State of Louisiana, with respect represent:

1.

Made defendants herein are the following:

**ATLANTIC SPECIALTY INSURANCE COMPANY**, a foreign insurance company authorized to do and doing business in the State of Louisiana, which may be served through its agent for service of process, Louisiana Secretary of State, 8585 Archives Avenue, Baton Rouge, LA 70809;

**INTACT INSURANCE SPECIALTY SOLUTIONS**, a foreign insurance company or foreign corporation which may be served via the Louisiana Long Arm statute at 605 Highway 169 North, Suite 800, Plymouth, MN 55441;

**INTACT INSURANCE GROUP USA, LLC**, a foreign insurance company or foreign corporation which may be served via the Louisiana Long Arm statute at 605 Highway 169 North, Suite 800, Plymouth, MN 55441

**ONE BEACON INSURANCE GROUP**, a foreign insurance company or foreign corporation which may be served via the Louisiana Long Arm statute at 605 Highway 169 North, Suite 800, Plymouth, MN 55441.

2.

Jurisdiction is proper in this Court pursuant to 28 U.S.C. 1332, as this is a controversy among citizens of different states and the matter in controversy exceeds \$75,000.00, exclusive of interest and costs.

3.

On or about May 13, 2017, defendants, **ATLANTIC SPECIALTY INSURANCE COMPANY, INTACT INSURANCE SPECIALTY SOLUTIONS, INTACT INSURANCE GROUP USA, LLC, and/or ONE BEACON INSURANCE GROUP** (hereinafter “Insurers”), issued a policy of occupational accident insurance to Arthur Arrant, with an effective date of May 13, 2017, bearing policy number 2160020890006 (hereinafter referred to as the “policy”).

4.

On August 20, 2021, Arthur Arrant died as a result of blunt force trauma suffered in a work/occupational accident.

5.

Plaintiffs, **ZACHERY ARRANT, TAYLOR ARRANT, GRACE ARRANT, and JACKSON ARRANT**, are the surviving children and sole heirs of Arthur Arrant, and as such are entitled to benefits under the policy issued by the Insurers.

As the surviving children and sole heirs of Arthur Arrant, plaintiffs, **ZACHERY ARRANT, TAYLOR ARRANT, GRACE ARRANT, and JACKSON ARRANT**, are entitled to survivor's benefits under the policy, as well as benefits under the accident medical expense benefit provisions of the policy.

6.

Plaintiffs timely asserted a claim for benefits with the Insurers. Plaintiffs' claim for benefits under the occupational accident insurance policy was submitted to the defendant insurers on the proper forms and they provided all necessary information and supporting documentation.

6.

Despite the receipt of proof of death, defendant Insurers have refused to pay benefits pursuant to the terms of the policy.

7.

Plaintiffs, **ZACHERY ARRANT, TAYLOR ARRANT, GRACE ARRANT, and JACKSON ARRANT**, as the survivors of Arthur Arrant and dependents of Arthur Arrant as defined by policy, are entitled to payment of all benefits due them pursuant to the terms of the policy. Additionally, plaintiffs are entitled to interest on the amounts owed, along with penalties and attorney's fees, pursuant to Louisiana Revised Statutes 22:1821, as the defendant Insurers have failed to pay the amounts owed within sixty (60) days of the receipt of proof of death.

**WHEREFORE**, plaintiffs, **ZACHERY ARRANT, TAYLOR ARRANT, GRACE ARRANT, and JACKSON ARRANT**, pray that after due proceedings had, there be judgment herein in their favor and against defendants, **ATLANTIC SPECIALTY INSURANCE COMPANY, INTACT INSURANCE SPECIALTY SOLUTIONS, INTACT INSURANCE GROUP USA, LLC, and/or ONE BEACON INSURANCE GROUP**, in an amount to

reasonably compensate plaintiffs for their damages, for all amounts owed under the policy, for all amounts they are entitled to pursuant to La. R.S. 22:1821, reasonable attorney's fees, in addition to judicial interest, all costs of these proceedings, and such general and equitable remedies as may be available.

Respectfully submitted:

**COX, COX, FILO, CAMEL & WILSON**

By:



**TINA L. WILSON** (La. Bar #27143)

723 Broad Street

Lake Charles, LA 70601

(337) 436-6611 (Telephone)

(337) 436-9541 (Facsimile)

Tina@coxatty.com

Attorneys for plaintiff, Brian Arrant